

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   5</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0001</div>		3. EFFECTIVE DATE <div style="text-align: center;">02-Jun-2005</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">W16ROE-5090-1738</div>		5. PROJECT NO.(If applicable)	
6. ISSUED BY CODE  USA ENGINEER DISTRICT, NEW YORK ATTN: CENAN-CT ROOM 1843 26 FEDERAL PLAZA NEW YORK NY 10278		7. ADMINISTERED BY (If other than item 6) CODE  <div style="text-align: center; font-weight: bold;">See Item 6</div>					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X 9A. AMENDMENT OF SOLICITATION NO. W912DS-05-B-0012			
				X 9B. DATED (SEE ITEM 11) 12-May-2005			
				10A. MOD. OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to include changes/clarifications to the original specification.  Bid opening date scheduled for 14 June 2005 at 1:30 P.M. remains unchanged.  All other terms and conditions of the basic contract remain the same.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  02-Jun-2005	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

The following have been added by full text:

AMENDMENT CHANGES**W912DS-05-B-0012****Amendment No. 1**

The following changes shall be made to the specifications and plans.

**1) SPECIFICATIONS:****-Section 00700: Add these clauses**

52.236-21 -Specs & Drawings for construction  
52.236-7001 -Contract Dwgs, Specs and maps  
52.246-21 -Warranty of construction  
52.249-10 -Default

**-Section 00800:**

1- Para. 1.1.2: Add this new sentence to the end of Para. 1.1.2 to read, "No additional time will be permitted to complete Option CLIN 0008".  
2-Para. 1.15, delete \$12,500 and replace it with \$45,500.  
3- Para. 1.40, 1.40.2.0.4, and 1.40-2.0.5 read "...15 June and 15 November." Change all to read "1 May and 15 November"

**-Section 00901:**

1-Add attached new sample sheets "REPORT OF OPERATIONS -- HOPPER DREDGES"

**-Section 00903:**

Add a new section \_ Miscellanies and POC Information \_

1-add POC attached letter from LGA

**-Section 01330:**

1-Add the attached Submittal Register

**-Section 01561:**

1-Para. 3.1, third paragraph reads “If a hopper dredge...the COR must adhere...”

Change to read : If a hopper dredge : :the contractor must adhere : :

2-Para. 3.2.3 reads ...COR must develop.....

Change to read, : : The contractor must develop : .

3-Para. 3.2.4 reads ...COR must develop.....

Change to read : the contractor must develop :

4- the endangered species observers will have no other duties but the one described in section 01561.

**-Section 02900:**

1-para. 1.1. Reads ... “Mobilization shall...plant, field office and facilities, and...and demobilization of...plant, field offices....” Change to read ...“Mobilization shall ...plant, and facilities, and... and demobilization of .....plant, and ....” (Take the term field office out from mob. and demob.)

2- Para. 5.9, last sentence reads ...“NYD Inspector shall... material Unsuitable for HARS placement.....”, delete this sentence, there is no unsuitable for HARS material under this contract.

3-Delete paragraph 6 in its entirety and replace it with the attached

4-Para.7.5, PART C, C12, in second line, change phone number (201) 433- 9232 to read (201) 433- 9246.

**2) DRAWINGS:**

1) Sheet C-34

Replace Note 4 with:

“4. For the Upland Stockpile, the initial dewatering will consist of an earthen perimeter berm as indicated in Sheets C-34 and C-35, made out of existing on-site material, to be built by others. The maintenance of the berm during placement operations is the responsibility of the contractor. Movement of the material in the stockpile location is also contractor’s responsibility. The maximum water level in the stockpile location will be monitored by the contractor so that the perimeter berms can contain the water and slurry. Adjacent to the dewatering area, additional berm or ponding areas needed are subject to approval by the contract officer and NJDEP.”

Replace Note 6 with:

“6. The topographic survey shown in Sheet C-34 is from a USACE survey developed in August 2003. While no major changes to the topography have been observed, the topography only represents the conditions when the surveys were taken. The contractor will use the survey to assure flow of water toward the dewatering area. Similar smaller dewatering areas may be required if positive slope cannot be achieved. These dewatering areas must be approved by the contracting officer and NJDEP. The contractor will not cause flooding of water in any area in Liberty State Park except in the stockpile location and in the approved dewatering or ponding areas.”

Replace Note 7 with:

“7. The contractor shall assure adequate dewatering of the site and minimize water velocities discharging into open water to approximately 2 ft/sec. The excess water must be discharged into the North Cove. The pipes delivering the dredge material and discharging the dewatered water must run along the existing roads in Liberty State Park, causing minimal disturbance to vegetation and the overall operations of the park. The final pipe layout shall be approved by the Contracting Officer. Adequate support must be provided when the pipes cross over public roads in the park so that the roads can remain open to vehicular traffic.”

## 2) Survey

-Ambrose Channel

The existing survey data for this contract has been placed on the NYD Website. The web URL is:

<http://www.nan.usace.army.mil/business/buslinks/contract/index.htm>

These files are for bidder's reference only, and are not to be considered as a part of the Contract Documents. Contract award will be based on what is contained in the printed Plans and Specifications in a hard copy format or Electronic Bid Set if provided. No representation is made as to availability of this data, its convertibility with user's system

-Jamaica Bay. (Rockaway Inlet). S-AM-1 option

The existing survey data for this contract has been placed on the NYD Website. The web URL is:

<http://www.nan.usace.army.mil/business/buslinks/contract/index.htm>

These files are for bidder's reference only, and are not to be considered as a part of the Contract Documents. Contract award will be based on what is contained in the printed Plans and Specifications in a hard copy format or Electronic Bid Set if provided. No representation is made as to availability of this data, its convertibility with user's system.

## 3) Grain Size Distribution:

-Grain Size Distribution data for this contract has been placed on the NYD Website. The web URL is:

<http://www.nan.usace.army.mil/business/buslinks/contract/index.htm>

This file is for bidder's reference only, and is not to be considered as a part of the Contract Documents. Contract award will be based on what is contained in the printed Plans and Specifications in a hard copy format or Electronic Bid Set if provided. No representation is made as to availability of this data, its convertibility with user's system.

## SECTION 00700 - CONTRACT CLAUSES

The following have been added by reference:

52.236-21	Specifications and Drawings for Construction	FEB 1997
52.246-21	Warranty of Construction	MAR 1994
52.249-10	Default (Fixed-Price Construction)	APR 1984

The following have been added by full text:

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
-------	------	-------------

See Cover Sheet of Drawings

(End of clause)

(End of Summary of Changes)



REPORT OF OPERATIONS -- HOPPER DREDGES					RCS: ENG CW-0-13			
TO: COMMANDER/DIRECTOR U.S. ARMY WATER RESOURCES SUPPORT CENTER ATTN: WRSC-D, FORT BELVOIR, VA 22060			DISTRICT		DREDGE			
EXACT LOCATION OF WORK				<input type="checkbox"/> MAINTENANCE <input type="checkbox"/> NEW WORK <input type="checkbox"/> CONSOLIDATED <input type="checkbox"/> JOB REPORT		DATE		
						AV. NUMBER OF PERSONS IN CREW		
AV. LENGTH OF CUT FT.		CHARACTER OF MATERIAL						
AV. WIDTH OF CUT FT.		ABSOLUTE DENSITY GMS/LITER		IN PLACE DENSITY GMS/LITER		WATER DENSITY GMS/LITER		
AV. DIST. TO DUMP MILES		VOIDS RATIO		GRAIN SIZES: D <sub>20</sub> - MM. D <sub>50</sub> - MM. D <sub>80</sub> - MM.				
HOPPER CAPACITY CU. YDS.		AV. VOLUME OF WATER CU. YDS.		AV. UNFILLED CAPACITY CU. YDS.				
NAVIGATION AND OTHER AIDS, INCLUDING STATEMENT AS TO ADEQUACY								
WORK PERFORMED				DISTRIBUTION OF TIME				
CUBIC YARDS		THIS PERIOD	PREVIOUSLY	TO DATE	EFFECTIVE WORKING TIME (Chargeable to Cost of Work)		HOURS	MINUTES
A. HAULED					DREDGING AND HAULING PUMPING			
B. AGITATED								
C. PAY PLACE (Credited)					TURNING			
D. EXCESS					TO AND FROM DUMP			
E. NATURAL SHOALING OR SCOURING					DUMPING			
F. TOTAL (C&E)								
NUMBER OF LOADS HAULED		NUMBER OF TEST LOADS			TOTAL			
AV. LOAD CU. YDS.		AV. ECONOMIC LOAD CU. YDS.			AGITATION			
AV. PUMPING TIME		AV. ECONOMIC PUMPING TIME MINS.			PUMPING AND TURNING			
ATTENDANT PLANT				TOTAL EFFECTIVE WORKING TIME				
NAME OF PLANT		TYPE		HOURS	PERCENTAGE OF RENTAL TIME		%	
					NONEFFECTIVE WORKING TIME (Chargeable to Cost of Work)			
					TAKING ON FUEL AND SUPPLIES			
					TO AND FROM WHARF OR ANCHORAGE			
					LOSS DUE TO OPPOSING NATURAL ELEMENTS			
					LOSS DUE TO TRAFFIC AND BRIDGES			
					MINOR OPERATING REPAIRS			
					TRANSFERRING BETWEEN WORKS			
					LAY TIME			
					FIRE AND BOAT DRILLS			
					MISCELLANEOUS			
					TOTAL NONEFFECTIVE WORKING TIME			
OPERATING SUPPLIES				PERCENTAGE OF RENTAL TIME				
COMMODITIES		CONSUMED		INVENTORY		TOTAL RENTAL TIME		%
		UNIT	QUANTITY	QUANTITY	VALUE	PERCENTAGE OF TOTAL TIME		%
FUEL (Oil)		BBLs.				LOST TIME (Not Chargeable to Cost of Work)		
LUBRICANTS (Oil)		GALS.						
LUBRICANTS (Greased)		LBS.				MAJOR REPAIRS AND ALTERATIONS		
WATER		GALS.				CESSATION		
						COLLISIONS		
SUBSISTENCE SUPPLIES				TOTAL LOST TIME				
MISCELLANEOUS SUPPLIES				PERCENTAGE OF TOTAL TIME				
				%				
TOTAL				TOTAL TIME IN PERIOD				
MISCELLANEOUS DATA								
NUMBER OF INSPECTIONS BY FIELD SUPERVISORY PERSONNEL				PERCENT OF TOTAL PUMPING TIME GAS EJECTION IN USE				
NUMBER OF INSPECTIONS BY OFFICE SUPERVISORY PERSONNEL				HOURS DURING PERIOD RADAR IN USE				

COST DATA									
ITEMS								COST	
PAYROLLS <i>(gross)</i> -----								\$-----	
LESS SUBSISTENCE AND QUARTERS -----								\$-----	
SUBSISTE -----								-----	
FUEL ----- BBLs. AT \$-----								-----	
WATER -----								-----	
LUBRICANTS -----								-----	
PLANT RENTAL -----								-----	
INSURANCE -----								-----	
ATTENDANT PLANT -----								-----	
MISCELLANEOUS -----								-----	
TOTAL PLANT OPERATING COST -----								-----	
\$----- HAULED \$----- AGITATED								-----	
SURVEYS -----								\$-----	
INSPECTION AND SUPERVISION -----								-----	
OVERHEAD -----								-----	
OTHER INDIRECT COSTS -----								-----	
SUBTOTAL -----								-----	
TOTAL COSTS -----								-----	
TOTAL COST PER CUBIC YARD: + SHOALING								TOTAL COST TO	
CREDITED CREDITED - SCOURING								REMOVE EXCESS	
JOB EST. \$----- \$-----								\$-----	
THIS PERIOD \$----- \$-----								\$-----	
JOB TO DATE \$----- \$-----								\$-----	
OPERATING COST PER MINUTE AT WORK -----								\$-----	
<i>(BASED on effective plus noneffective</i>									
DATA FROM PLANT COST AND RENTAL									
BOOK ----- 19-----								\$-----	
BALANCE IN PLANT RENTAL -----								\$-----	
ADDITIONS AND BETERMENTS TO -----								\$-----	
COSTS CHARGED TO PLANT RENTAL: -----								-----	
DEPRECIATION -----								\$-----	
CESSATION OF WORK -----								\$-----	
REPAIRS TO HULL -----								\$-----	
REPAIRS TO MACVHINERY -----								\$-----	
SMALL TOOL, ROPE, ETC. -----								\$-----	
TOTAL COST -----								\$-----	
----- CHIEF BUDGET AND ACCOUNTS BRANCH -----									
REMARKS									
SUBMITTED BY			RECOMMENDED			APPROVED			
TITLE			TITLE			TITLE			
						CORPS OF ENGINEERS			
						DISTRICT ENGINEER			





**LGA ENGINEERING, INC.**

**CONSULTING ENGINEERS & SURVEYORS**

750 Vassar Avenue  
Lakewood, NJ 08701  
P: 732.961.2162  
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www.lgaeng.com

## **MEMORANDUM**

**TO:** Steven Weinberg  
**FROM:** Andy Raichle  
**CC:** Nancy Kist, Scott Douglass  
**SUBJECT:** Technical Requirements  
Ambrose I Dredged Material  
Peninsula at Bayonne Harbor

**DATE:** January 17, 2005  
**JOB NO:** 500886000103

Pursuant to your request, I have summarized the proposed technical requirements for delivery of Ambrose I material to the Peninsula at Bayonne Harbor. I assume that your general specifications will handle issues concerning payment, safety, accommodation of navigation, environmental protection, overall schedule, etc. If you need any exhibits for the solicitation please contact me.

### Scope of Work.

The Contractor shall deliver 1,300,000 cubic yards of clean, sandy Ambrose I dredged material to the Peninsula at Bayonne Harbor via a direct pump-out hopper dredge or approved equivalent.

### Environmental Requirements.

The Contractor shall employ best management practices to avoid turbidity impacts during the transport and offloading operations.

### Disposal.

The Owner will provide a discharge pipe moored to a spud barge at the base of the Port Jersey channel. Owner will coordinate with the Contractor to ensure that the pipe connection is compatible with the dredge(s). The Owner will be responsible for construction, management, and maintenance of the disposal area, discharge pipe, and spud barge. The Contractor shall be responsible for all work required to complete offloading of the dredge. Delivery to the Peninsula at Bayonne Harbor Disposal Site is limited to 14,000 cubic yards per day. A minimum of one hour is required between individual dredge delivery events.

SUBMITTAL REGISTER (ER 415-1-10)																					CONTRACT NO.					
TITLE AND LOCATION S-AM-1 Contract 2										CONTRACTOR										SPECIFICATION SECTION						
ACTIVITY NO	TRANS-MITTAL NO.	ITEM NO.	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL										CLASSIFICATION		REVIEWER	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS
					DRAWINGS	INSTRUCTIONS	SCHEDULES	STATEMENTS	CERTIFICATIONS	SAFETY RECORDS	MANUALS	INFORMATION	GOVERNMENT APPROVAL	SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY		CODE	DATE	SUBMIT TO GOVERNMENT	CODE	DATE				
a.	b.	c.	d.	e.	f.	g.	h.	i.	j.	k.	l.	m.	n.	o.	p.	q.	r.	s.	t.	u.	v.	w.	x.	y.	z.	aa.
			00800, 1.6c	Pricing Data	X										X											
			00800, 1.8.a,b,c	Claims					X						X											
			00800, 1.16	Fuel Usage Report						X					X											
			00800, 1.24	Breakdown of Contract Work					X							X	A									
			00800, 1.26	Accident Prevention Plan					X							X	A									
			00800, 1.29	Certificate of Inspection							X				X											
			00800, 1.32	Insurance Certificate							X				X											
			00800, 1.37.b	Order of Work for Dredging and Others					X						X											
			00800, 1.41	Safe Practice Manual & Diving Operation Plan					X							X	A									
			00800, 1.45	CONTRACTOR IDENTIFIED OFFLOADING, PROCESSING AND DISPOSAL SITE COMPLIANCE					X						X	X	E									
			01130, 1.6.a	Environmental Protection Plan					X							X	A									
			01135, 1.4	Air emissions	X	X	X	X				X				X	A									
			01320, 1.1	Initial Project Schedule				X								X	A									
			01320, 1.1	Preliminary Project Schedule				X								X	A									
			01320, 1.1	Periodic Schedule Update				X								X	A									
			01320, 1.1	Personnel Qualifications					X						X											
			01320, 1.1	Narrative Report						X					X											
			01320, 1.1	Schedule Report						X					X											

01330-10

SUBMITTAL REGISTER (ER 415-1-10)																			CONTRACT NO.							
TITLE AND LOCATION S-AM-1-Contract 2															CONTRACTOR					SPECIFICATION SECTION						
ACTIVITY NO.	TRANSMITTAL NO.	ITEM NO.	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL										CLASSIFICATION	REVIEWER	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION		GOVERNMENT ACTION		REMARKS		
					DRAWINGS	INSTRUCTIONS	SCHEDULES	STATEMENTS	REPORTS	CERTIFICATES	SAMPLES	RECORDS	O&M MANUALS	INFORMATION ONLY			GOVERNMENT APPROVED	SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	DATE	SUBMIT TO GOVERNMENT		CODE	DATE
a.	b.	c.	d.	e.	f.	g.	h.	i.	j.	k.	l.	m.	n.	o.	p.	q.	r.	s.	t.	u.	v.	w.	x.	y.	z.	aa.
			01320, 3.5.1	Data Disks	x										x											
			01320, 3.5.2	Narrative Report						x					x											
			01320, 3.5.4	Schedule Report				x		x						x	A									
			01320, 3.5.5	Network Diagram				x								x	A									
			01330, 3.8.1	Electronic File reports											x		E									
			01525,	Accident Prevention Plan					x							x	A									
			01525,	Daily Quality Control Report						x					x											
			01525,	Daily Inspection Log						x					x											
			01525,	Crane & Derrick Operator's Qualifications									x			x	A									
			01525,	Monthly Exposure Reports					x						x											
			01525,	Energized Line Work Plan					x						x											
			01525,	Safety Meeting Document						x					x											
			01451, 3.2	Quality Control Plan			x						x			x	A									
			01451, 3.3	CQC System					x						x											
			01451, 3.9	CQC Documentation	x					x						x										
			02100, 4	Driller's Log									x			x	A									
			02100, 6	Samples								x			x											
			02100, 9.2	Equipment	x	x									x											

01330-11

SUBMITTAL REGISTER (ER 415-1-10)																		CONTRACT NO.								
TITLE AND LOCATION S-AM-1 Contract 2												CONTRACTOR						SPECIFICATION SECTION								
ACTIVITY NO	TRANS-MITTAL NO.	ITEM NO.	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL										CLASSIFICATION		REVIEWER	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION		GOVERNMENT ACTION		REMARKS	
					DRAWINGS	INSTRUMENTS	STATEMENTS	CERTIFICATES	SAFETY	RECORDS	O&M	INFORMATION	GOVERNMENT	APPROVAL	REVIEW	SUBMIT		APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	DATE	SUBMIT TO GOVERNMENT	CODE	DATE		
a.	b.	c.	d.	e.	f.	g.	h.	i.	j.	k.	l.	m.	n.	o.	p.	q.	r.	s.	t.	u.	v.	w.	x.	y.	z.	aa.
			01561,	Turtle Observation Reporting Log Sheet	x				X	X						X	A									
			01561,	Incident Report Of Sea Turtle	x				x	x						x	A									
			01561,	Daily Whale Log	x				x	x						x	A									
			02900, 5	Transportation Log Form						x					x											
			02900, 6	Disposal Schedule w/anticipated quantities									x			x	A									
			02900, 6	Non-HARS/HARS Material Disposal Schedule				x							x											
			02900, 7	Observation Report						x					x											
			02900, 7	Reef Placement Report,TPLF						x					x											
			02900,	Dewatering Report						X							A									
			02900, 8	Daily Report of Operation						x					x											
			11010, 1.2	Digital Photo Management System	x											x	A									

## 02900

### 6. Specific Placement Grid Details And Additional Placement Guidelines

More detailed placement guidelines and specific placement grid information will be provided prior to commencement of dredging, particularly at a pre-construction meeting of the dredging contractor and Corps. Additional placement guidelines and modifications may be provided to the dredging contractor at any time during the dredging contract.

#### 6.1 Offloading, and Placement

##### 6.1.1. Liberty State Park and Floyd Bennett Field

1) The contractor shall submit a schedule for the placement of material at the disposal sites for the non-ocean placement sites listed in Optional Bid Items 0004 through 0007 and as shown on plans sheets C-32 through C-37

2) Due to the identified material size characteristics within Ambrose channel between station -24+00 and station 152+71, the uppermost 1.0 foot of material shall not be dredged and placed at these locations. Material to be dredged below the uppermost 1.0 ft, to the final dredge and overdredge depth, from station -24+00 to 152+71 shall be available for the optional disposal locations (Liberty State Park and Floyd Bennett Field). The following table gives the corner points of the area to be dredged for the optional placement locations.

Channel Station	Corner Point	Northing	Easting
-24+00	1	111,850	1,018,350
-24+00	2	110,950	1,017,900
152+71	3	118,980.867	1,002,126.314
152+71	4	119,872.022	1,002,580.013

Detailed descriptions of each placement site will follow below.

3) For purposes of progress payments, the Contractor shall perform bathymetric surveys prior to removing any non-rock material destined for the optional placement sites to determine the contract dredged volume placed at the optional sites. The contract volume is derived from volume calculations taken from the pre- and post-dredge bathymetric surveys based upon in-situ non-rock sediment at the origin dredge site. Refer to Section 01270, Measurement and Payment.

4) The contractor may use the berthing areas in the vicinity of the disposal locations for the transfer of material from the channel dredging equipment unless otherwise directed by the Contracting Officer. All operation and management rules shall be in accordance with the requirements specified in either the State of New York or State of New Jersey Water Quality Certificates.

5) The Contractor shall submit a schedule for placement of non-rock dredged material at the placement sites to the Contracting Officer's Representative at least 30 calendar days prior to the commencement of the dredging of said material.

6) The Contractor shall be responsible for the transport of the dredge material and connection of the dredge and /or scow to the pump-out facilities at the designated locations. The Contractor is required to take all necessary precautions for the safety of, and to provide necessary protection to prevent damage, injury or loss to any person or property, including but limited to: a) All employees of the Contractor, public and other persons and entities who may be affected thereby; b) the physical structure(s) in or surrounding the navigation channel; and (c) other property at the optional placement facilities, including piers, docks, berths, vessels, markers, lights, bouys, and other structures.

#### 6.1.2 WORK COVERED BY OPTIONAL CONTRACT PRICE:

1) Optional placement consists of disposing approximately 1,592,000 cubic yards of material; dredged material will be placed and stockpiled at the containment areas and placement locations as described for each option, as detailed in the contract drawings. The work consists of furnishing all plant, labor, materials and equipment, and performing all work in strict accordance with the specifications and drawings for the preparation of any specified upland disposal sites, installation of pipe, construction of the containment areas as necessary and placement of material from Ambrose Channel, NJ. The optional per cubic yard price shall include all mobilization and demobilization of equipment necessary for the transport, delivery and placement (including dewatering and grading as necessary) for the optional placement quantities.

2) The following sites shall be utilized as optional disposal locations for material dredged from the required channel dredging area:

a. Optional Bid Item 0004, Liberty State Park 1 (LSP1): As shown on plan sheets C-32, C-34 and C-35, 179,000 cubic yards

b. Optional Bid Item 0005, Liberty State Park 2 (LSP2): As shown on plan sheets C-32, C-34, C-35 and C-36, 13,000 cubic yards

c. Optional Bid Item 0006, Floyd Bennett Field (FBF): As shown on plan sheets C-32 and C-33, 100,000 cubic yards

d. Optional Bid Item 0007, MOTBY(Peninsula at Bayonne Harbor): As shown on plan sheets C-32 and C-37, 1,300,000 cubic yards

6.1.3. SITE CONDITIONS: Bidders are expected to examine the site of the work, including the placement areas and decide for themselves the conditions affecting their operations prior to submitting their bids. See Contract Clause entitled: "SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK" (FAR 52.236-3).

6.1.4. SEDIMENTATION PERMITS: No local governmental sedimentation or erosion control permits are required for this work except that as required in accordance with Contract Clause entitled: "PERMITS AND RESPONSIBILITIES" (FAR 52.236-7).

6.1.5 SUBMITTALS: The Contractor shall submit for approval, by the Contracting Officer and/or his Representative, his plan for development of any contractor furnished placement areas or any modification to the Government furnished placement area. This plan shall show areas or portions thereof to be used. The plan shall also show the manner in which the dredged material will be distributed in the areas. Such plans shall be provided by the contractor at the Preconstruction Conference

6.1.6. PLANT: The Contractor agrees to keep on the job sufficient plant to meet the requirements of the work. The plant shall be in a satisfactory operating condition and capable of safely and efficiently performing the work as set forth in the specifications. The plant shall be subject to the inspection of the Contracting Officer and/or his Representative at all times. No reduction in the capacity of the plant employed on the work shall be made except by written permission of the Contracting Officer and/or his Representative. The measure of the "capacity of the plant" shall be its actual performance on the work to which these specifications apply.

1) Scows: All scows must be kept in good condition, the coamings repaired and the pockets provided with proper doors or appliances to prevent leakage of material.

2) Hydraulic Pipelines: All pipelines for hydraulic dredging plant must be kept in good condition at all times and any leaks or breaks along their length shall be promptly repaired. All breaks in any pipeline shall be reported on the Contractor's Daily Quality Control Report for the date the break occurred. Any estimation of duration of the break and the quantity of misplaced material shall be provided in the report.

3) HPDE Pipelines. High-Density Polyethylene (HDPE) pipeline employed shall generally conform to recommendations and statements of the Plastic Pipe Institute (<http://www.plasticpipe.org/>)

4) Marking of Floating Dredging Pipelines: The contractor shall be required to mark floating dredge pipeline in accordance with the requirements of 88.15 of Annex V of U.S. Navigation rules, inland, COMDTINST M 16672.2A, dated 23 December 1983. Dredging pipelines that are floating or supported on trestles shall display one row of yellow lights, visible all around the horizon of at least 2 miles on a clear, dark night. The lights shall flash at 50 or 70 times per minute and be placed not less than 1 and more than 3-5 meters (9.8 - 16 feet) above the water. The lights shall be sufficient in number to clearly show the length and course of the pipeline.

5) Dredging Pipeline Crossing Navigable Channels: The arrangement of any pipeline crossing a navigable channel shall be approved by the Contracting Officer and/or her representative. Where the pipeline crosses a navigable channel the spacing of the lights

shall not be more than 10 meters (33 feet) apart. Two red lights, visible all around the horizon for at least 2 miles on a clear, dark night, shall be displayed at each end of the pipeline, including the ends in a channel where the pipeline is separated to allow vessels to pass (whether open or closed). The lights shall be one meter (3.3 feet) apart in a vertical line with the lower light at the same height above the water as the flashing yellow light.

6) Submerged Pipelines: Any discharge pipeline submerged to cross a navigation channel shall be submerged so that sufficient depth for navigation exists. Such discharge pipeline shall be marked by signs, lights or other devices to insure safety to navigation by day and by night. All of these devices shall be in complete accordance with Coast Guard regulations.

7) Road Crossings: A detailed plan of the pipeline route to be used by the Contractor shall be submitted prior to laying of the pipeline. A ramp over any discharge pipeline crossing any roadways at the project site(s) shall be provided. Additionally, adequate signs (caution and stop, if necessary), and flashing warning lights, shall be provided by the contractor to ensure safety to vehicles and their occupants using the roadway. Under no circumstances shall any portion of the paved portion of any roadway be disturbed. If the roadway is disturbed, the Contractor shall provide an adequate base to allow traffic to pass over the pipeline, and repairs to the roadway after completion of the project area, such that the roadway is restored to a condition equal to or better than the condition prior to disturbance. In addition, prior to placement of the pipeline across any roadway, the Contractor shall contact personnel at the appropriate municipality to determine if the warning signs and lights are adequate for safety purposes.

## 6.2. PLACEMENT AND STOCKPILE OF DREDGED MATERIAL:

For Optional Bid Items, general locations of pump-out Spud Barge (or other pump-out facility) and Turbidity Curtain as indicated on the drawings are approximate. Their final locations are subject to approval by the contracting officer.

### 6.2.1 Optional Bid Item 0004, Liberty State Park 1 (LSP1)

1). For the Upland Stockpile, the initial dewatering area will consist of a earthen perimeter berm as indicated in Sheets C-34 and C-35, 15 ft wide x 5 ft high, made out of existing material, to be built by others. The maintenance of the berm will be the responsibility of the contractor. The maximum water level in the stockpile location will be monitored so that the perimeter berms can contain the water and slurry. Adjacent to the dewatering area, additional berm or ponding areas needed are subject to approval by the contract officer and NJDEP. The contact for NJDEP is Frank Gallagher (609)439-6527 or [fgallagher@njdep.state.nj](mailto:fgallagher@njdep.state.nj).

2). When the entire site perimeter is completed with berms and barriers, the dredge pipeline length may be increased to deposit/stockpile material toward the end of the



designated Upland Stockpile location. Movement of the material in the stockpile location is the contractor's responsibility.

3). The topographic survey shown in Sheet C-34 is from a USACE survey developed in August 2003. While no major changes to the topography have been observed, the topography only represents the conditions when the surveys were taken. The contractor will use the survey to assure flow of water toward the dewatering area. Similar smaller dewatering areas may be required if positive slope cannot be achieved. These dewatering areas must be approved by the contracting officer and NJDEP. The contractor will not cause flooding of water in any area in Liberty State Park except in the stockpile location and in the approved dewatering or ponding areas.

4) The contractor shall assure adequate dewatering of the site and minimize water velocities discharging into open water to approximately 2 ft/sec. The excess water must be discharged into the North Cove. The pipes delivering the dredge material and discharging the dewatered water must run along the existing roads in Liberty State Park, causing minimal disturbance to vegetation and the overall operations of the park. The final pipe layout shall be approved by the Contracting Officer. Adequate support must be provided when the pipes cross over public roads in the park so that the roads can remain open to vehicular traffic.

5). Any excess water discharged back into the North Cove will follow all NJ DEP water discharge permitting rules and regulations. It is recommended that a metal weir structure be constructed to assist in the proper filtering and dewatering procedure. The NJDEP will be responsible for obtaining the appropriate permits for optional bid item 0004.

6). Contractor shall coordinate all activity near Ellis Island with the National Park Service. National Park Service POC:(coordination regarding LSP activities close to Ellis Island) Peter O'Dougherty, Chief of Maintenance on the island, at (212) 363-3206 x140, or Walter Fleming at x169.

#### 6.2.2 Optional Bid Item 0005, Liberty State Park 2 (LSP2)

1) The sub-aqueous North Cove will receive 1 ft of material above existing grade. The material will be pumped hydraulically from the Spud Barge Location directly to the North Cove, as indicated in the cross sections on Sheet C-36. The NJDEP will be responsible for obtaining the appropriate permits for optional bid item 0005. The contact for NJDEP is Frank Gallagher (609)439-6527 or [fgallagher@njdep.state.nj](mailto:fgallagher@njdep.state.nj).

2). Contractor shall coordinate all activity near Ellis Island with the National Park Service. National Park Service POC:(coordination regarding LSP activities close to Ellis Island) Peter O'Dougherty, Chief of Maintenance on the island, at (212) 363-3206 x140, or Walter Fleming at x169.

#### 6.2.3 Optional Bid Item 0006, Floyd Bennett Field (FBF):

1) The dredged material that will be removed from the Ambrose Channel for this optional bid item shall be placed and stockpiled at the existing old runway at Floyd Bennett Field, part of the National Park Service's Gateway National Recreation Area. The placement of dredged material at the runway requires successful containment of water pumped onto the runway site, to de-water the sand, and discharge the water back into the bay without causing rise in turbidity at the outfall. A stockpile containment dike is needed on the runway perimeter to prevent unconfined sheetflow into the surrounding area. The dikes are normally constructed with earthen berm to contain the water pumped onto the site during dredged material placement and stockpiling process.

2) The initial dewatering area will consists of earthen perimeter berm (20 ft wide x 4 ft high with 2:1 side slopes, top width of 4 ft. and bottom width of 20 ft), constructed from onsite material. The contractor is responsible for maintenance of the berm during pumping operations. If the berm needs to be extended, it is the responsibility of the contractor. The contractor is responsible for moving the material within the stockpile location.

3) At the landward end of the existing dewatering area, additional berm and or ponding areas will be created by the buildup of dredge material. When the entire site perimeter is completed with berms and barriers, the dredge pipeline length may be increased to deposit or stockpile material toward the landward end of the designated runway area.

4) Once sand is placed on the site via the dredge discharge, material will be maneuvered in such a manner that the water will be guided to smaller containment settling areas from which it will be guided to the effluent piping.

5) Topographic information must be obtained from the designated runway area and surrounding areas to assure flow of water toward the dewatering area. Similar smaller dewatering areas may be required if positive slopes cannot be achieved on the runway.

6) The contractor will assure adequate dewatering of the site and limit the velocity of water leaving the site to approximately 2 ft/sec. Culvert piping shall be placed or buried such that positive slopes are achieved toward the bay.

7) It is recommended that an adjustable weir be installed at the end of the runway, or at a location dictated by topography, to allow filtration and manual manipulation of the flow exiting the site.

8) The federal and state permits required for this option will be obtained by USACE New York District. The USACE New York District point of contact for permits is Jamal Sulayman (917)790-8299. The Floyd Bennett Field National Parks Service point of contact is David Avriry (718)338-3625.

9) The Jamaica Bay Federal Navigaiton Channel was dredged in the spring of 2005 to 20 ft MLW. The existing as-built drawings are available at [www.nan.usace.army.mil/](http://www.nan.usace.army.mil/)

#### 6.2.4. Optional Bid Item 0007, MOTBY (Peninsula at Bayonne Harbor)

The optional disposal of material at the former MOTBY site will be by pump-out of the dredge to a discharge line connected to dewatering areas as indicated in Sheet C-37 and made out of existing material, to be built by others.

### 6.3. PLACEMENT AREA REQUIREMENTS

#### 6.3.1

- 1) The material to be dredged shall be placed as specified in the contract drawings. The material shall be deposited evenly to form a comparatively smooth and uniform stockpile surface in accordance with the contract drawings.
- 2) Dredge material shall be pumped directly from the dredging vessel to the stockpile containment area. No bottom placement and re-handling will be allowed. Dredged discharge shall be manipulated and controlled by the Contractor in such a manner that a minimum of shaping by mechanical equipment will be required and a minimum amount of material will be lost.
- 3) All floatable material excavated, including, without limitation, wood and tires, shall be disposed of at an existing approved upland disposal area. Should the Contractor encounter floatable material, a copy of a letter granting the permission of appropriate authorities to use an existing approved upland disposal area shall be submitted to the Contracting Officer and/or his/her representative.
- 4) Any material that is deposited in areas not specified in the contracting drawings shall be removed and deposited at a location designated by the Contracting officer or his/her representative at no additional expense to the Government.
- 5) Placement of dredged material shall be subject to the following conditions:
  - a. The material placed shall be free of debris.
  - b. Any material that is placed elsewhere than in locations designated or approved by the Contracting Officer's representative will not be paid for and the contractor may be required to remove such material, and place it where directed by the COR, at his expense.
  - c. Any discharge pipeline crossing navigation channels must be submerged so that sufficient depth for navigation exists.
  - d. Such discharge pipeline must be marked by sign, lights or other devices to insure safety to navigation by day and by night. All of these devices shall be in complete accordance with the Coast Guard regulations. The contractor shall provide a written discussion of pipeline markings in the Accident Prevention Plan.

e. The discharge pipeline configuration shall be approved by the Contracting Officer or his representative.

f. A diffuser must be used when discharging material onto the placement area.

g. The Contractor shall be solely responsible for any damage caused by him to dunes, buildings, pavement, curbs, signs, lawns, fencing, bulkheads, beach grass, or any other property adjacent to the placement area, and shall be required to repair at his own expense any such damage caused during the performance of work under this contract. Prior to the commencement of operations and after completion thereof, a joint inspection by representatives of the contractor, the Contracting Officer or his/her representative and local interest pertaining to the above will be made (FAR 52.236-9 "Protection of Existing Vegetation, Structures, Equipment, utilities and Improvements").

h. The area where filling operations are in progress, shall be floodlighted during the hours of darkness. Illumination shall be provided by using portable light equipment such as model No. LDA I6 MTVE manufactured by ALLMAND BROS. INC. of HOLDREIRE, or approved equal. A minimum of 3-foot candles of illumination shall be maintained within a 50 feet radius of the pipe discharge.

i. Monitoring the discharge operation by radio communication from the discharge location to the lever man during all pumping operations is required.

(1). During all pumping operations, the Contractor shall provide personnel to maintain visual control at the end of the discharge line. Radio contact shall also be provided by the Contractor to enable such personnel to halt dredging in case of emergency.

(2). **QUALITY CONTROL:** The Contractor shall established and maintain quality control for material placement to assure compliance with contract requirements, and maintain records of his quality control for all construction operations, including but not limited to the following:

2a. Dredging, including suitability of dredged material and manipulation and control of the dredge discharge.

2b. Placement of sand fill material, including continuity and order of placement; distribution of material and measures used to control loss of material.

(3). The Contractor will make appropriate submittal, describing the work, to the U.S. Coast Guard for publication in the "NOTICE TO MARINERS" at least 15 days prior to start of work.

(4). **Reporting Requirements.** The Contractor shall maintain a daily written record of all disposal site operations. This requirement shall be made a part of the Contractor's Quality Control Plan and each record shall be included in the Contractor's Quality Control Report.

(5). New York State Water Quality Certification. The contractor shall comply with all requirements identified in the NYSDEC Water Quality Certification (WQC) including all special conditions. A copy of the WQC is included in Section 00900, for placement at the Floyd Bennett Field Site for Optional Item 0006.

(6). New Jersey State Water Quality Certification. The contractor shall comply with all requirements identified in the State of New Jersey Water Quality Certificate (WQC) including all special conditions. A copy of the WQC is included in Section 00900, for placement at the Liberty State Park and MOTBY Sites for Optional Items 0004, 0005 and 0007.

(7). Removal of Structures. Structures (i.e., pipeline, etc.) installed by the Contractor for use in his disposal operations shall be removed and the contractor shall repair and stabilize all areas affected by the removal of these structures as approved by the Contracting Officer.

6.3.3. REPORTING REQUIREMENTS: The Contractor shall prepare and maintain a Daily Report of Operations form and Quality Control Report form and furnish signed copies thereof to the Contracting Officer's representative. Copies of the forms prescribed for recording the required information are attached (see Section 00900 - List of Documents, Exhibits and Other Attachments). Further instructions on the preparation and submittal of the reports will be furnished at the Preconstruction Conference.

#### 6.3.4. TEMPORARY FENCES:

1) If land booster pumps are used, a temporary protective stock mesh wire fence shall be installed by the contractor around the booster facility. This fence shall have either wood or steel posts of adequate size installed to the acceptance of the Contracting Officer and /or his or her representative, and the wire mesh shall conform to federal specifications rr-f221f & int. Am-1, table ix, type ii, style 8, chicken fencing 6'-0" high, 4"x6" mesh, 14 1/2 gage wire, design 2672-6 or approved substitute. The fence shall be removed by the contractor at the completion of the work or when directed by the Contracting Officer and/or his or her representative and all material used shall remain the property of the contractor.

2) Access to the disposal placement area will need to be controlled through installation by the contractor of orange plastic snow fence, with appropriate signage. The contractor will be required to have a crew member at the disposal location to monitor the placement operation and the condition of the pipe, during any periods that pumping is taking place. No separate payment shall be made for the temporary fencing. All cost associated with the fence shall be included in the contract unit price for the work.

#### 6.3.5 FLOATING TURBIDITY BARRIERS:

1) Floating Turbidity Barriers will be needed in the North Cove at Liberty State Park. The location of the turbidity barrier for both option bid item 0004 (LSP1) and 0005 (LSP2 - North Cove placement) shall be at the interface of North Cove and NY Harbor near the Liberty State Park Pedestrian Causeway. The floating turbidity barrier placement instructions shall follow all state and local permit requirements regarding water quality, and the permitting requirements may supercede the instructions in this section.

2) MATERIALS: Materials for the Floating Turbidity Barriers shall be as follows:

- a. Curtain fabric: Bright color (yellow or orange) 10 mil thick polyethylene plastic or polyester reinforced vinyl sheets at least 22 ounces per square yard. Any seams shall be either vulcanized or sewn, and shall develop the full strength of the fabric.
- b. Flotation devices: Flexible, buoyant units contained in an individual flotation sleeve or collar attached to the curtain. Buoyancy shall be sufficient to support the weight of the curtain and maintain a freeboard of at least 3 inches above the water surface level.
- c. Top load line: Woven webbing or vinyl-sheathed steel cable, with a break strength in excess of 10,000 pounds, fabricated into the curtain fabric. Shall have suitable connecting devices that develop the full breaking strength for connecting to load lines in adjacent sections of the curtain.
- d. Bottom/supplemental load line: Chain incorporated to the bottom hem of the curtain of sufficient weight to serve as a ballast to hold the curtain in a vertical position.
- e. Floating anchor buoys: Flexible, buoyant unit of the same material as the flotation devices.
- f. Bottom anchors: Grappling hook-, plow- or fluke-type (that digs into the bottom of the watercourse) or mushroom-type anchor (weighted) shall be used. Must be sufficient to hold the curtain in the same position relative to the bottom of the watercourse, without interfering with the action of the curtain.
- g. End stakes: Stakes shall be 2 inch X 4 inch or 2 ½ inch minimum diameter wooden stakes.

3) FLOATING TURBIDITY BARRIER INSTALLATION: Floating Turbidity Barriers shall be installed in streams or other watercourses to intercept sediments in the waterway in accordance with the plans and specifications, and as directed by the Contracting Officer. Barriers shall be located approximately 50 feet from the point of discharge of drainage pipes or from construction operations affecting the waterways. Barriers shall not impede the use of NY Harbor by watercrafts.

- a. The Contractor shall first install the end stakes and bottom anchors and associated anchor buoys. The end shall be located well into the shoreline, above, the mean high water line, so as to fully enclose the area where sediment may enter the watercourse,

accounting for the ebb and flow of the tides. When the anchors are secure, the furled barrier should be secured to the upstream end point and then sequentially attached to the next downstream anchor point until the entire curtain is in position and attached to the downstream end stake. Prior to unfurling, the lay of the barrier should be assessed, and the anchors adjusted as necessary. The furling lines shall then be cut to allow the curtain to drop.

b. Anchor buoys shall be employed on all anchors to prevent the current from submerging the flotation device at the anchor points. Care shall be taken to ensure that anchor points are of sufficient holding power to retain the curtain into the water. An anchor line shall run from the top load line (never attached to the bottom of the curtain) to a floating anchor buoy to the associated bottom anchor. The manufacturer's recommendation shall be followed with regard to bottom anchor spacing. The top load lines must contain enough slack to allow the anchor buoy and curtain to float freely with tidal changes without being pulled down.

c. A minimum gap of 1 foot shall exist between the bottom of the curtain fabric and the bottom of the watercourse at mean low water.

d. The Contract shall avoid an excessive number of joints in the curtain by using a minimum continuous span of 50 feet between joints. The barrier shall be installed using a maximum span of 100 feet between anchor or stake locations.

e. Standard small craft warning buoys, as approved by the Contracting Officer, shall be located along the barrier at a minimum of 100-foot intervals.

f. The barriers are not required to enclose the entire site during the life of the Contract, but shall be located so as to isolate any area under active construction and discharge as directed by the Contracting Officer. The barriers shall extend across the entire waterway being enclosed or radially from the shoreline as shown on the plans.

4) **MAINTENANCE:** The Contractor shall continuously maintain the integrity of the Floating Turbidity Barriers, including providing all necessary labor, equipment, and materials, until earthwork construction is completed and permanent erosion control measures are in place. The Contractor shall inspect the barriers on a daily basis to ensure they are functioning properly and not entangled with debris. The Contractor shall also inspect all barriers immediately after each storm and at least daily during prolonged rainfall or tidal cycles to determine if the barriers are functioning as designed. The Contractor shall immediately correct any deficiencies. Should the barriers become damaged or otherwise ineffective while they are still necessary, the Contractor shall immediately repair or replace the defective or damaged barrier. Maintenance of the Floating Turbidity Barriers should continue until material placement and handling is completed to the satisfaction of the Contracting Officer.

5) **REMOVAL OF FLOATING TURBIDITY BARRIERS:** Floating Turbidity Barrier shall remain in place as shown in the plans until the Contracting Officer directs their removal. Upon removal, the Contractor shall restore the area as directed by Contracting

Officer. The barrier materials shall become the property of the Contractor and be removed from the site. Any vegetation disturbed during barrier removal shall be replanted at no additional cost to the U.S. Army Corps of Engineers - New York District.

6.4 No dredging operations shall be done unless the Dredge/Disposal Inspector, approved by the Contracting Officer or Contracting Officer Representatives (COR, is present. The Inspector shall visually inspect the dredged material and take photographs or videos to document the conditions of the dredged material.

6.5 For the purpose of progress payment, the Contractor shall perform bathymetric surveys immediately following removal of debris and prior to removing any non-rock material destined for the upland disposal site to determine the contract dredged volume of non-rock materials disposal at the upland disposal facility. The contract volume is derived from volume calculations taken from a pre- and post-dredge bathymetric surveys based upon in-situ non-rock sediment at the origin of dredge site. Refer to Section 00800, Quantity Surveys.

6.6 When working in non-rock dredged material, the Contractor shall employ the best management practices.

All operation and management rules shall be in accordance with the requirements specified in the State of New Jersey Water Quality Certificate (WQC)/Federal Consistency and NY WQC(See Section 00902).

6.7 The Contractor shall submit a schedule for placement of non-rock dredged material at the disposal facility to the facility's Point of Contact and to the Contracting Officer's Representative at least 30 calendar days prior to the commencement of the dredging of said material. The schedule shall indicate the anticipated flow of material.

6.8 The towing vessel captain is responsible to ensure, prior to the departure of the towing vessel from the dredge site, that the forecasted weather and sea conditions at the expected time of arrival at the disposal facility will allow for safe conditions. If upon arrival at the disposal site facility, prevailing conditions are such that deviation from the operating procedures of the disposal facility is necessary to ensure the safety of the operation, the responsibility for the determination of a minimum safe speed for the towing vessel, and a minimum safe distance will rest solely with the captain of the towing vessel.

6.9 The Contractor shall be responsible for the transport of dredged material and the tie-down of the scow to the designated location identified by the disposal operator. The Contractor is required to take all necessary precautions for the safety of, and to provide necessary protection to prevent damage, injury or loss to any person or property, including but not limited to: a) All employees of the Contractor, public, and other persons and entities who may be affected by thereby; b) the physical structure(s) in surrounding the navigation channel; and c) other property at the upland disposal facility, including piers, docks, berths, vessels, markers, lights, buoys, and other structures.